



Delavan Lake Sailing School

Depiction Release

The signed consent form MUST be on file in order to complete registration.

In consideration for my participation in the event ("Sailing School"), and all activities sponsored by the Delavan Lake Sailing School (collectively the "Sponsors") and hosted by Lake Delavan Sailing School (the "Host") on _____, 20__ or Summer Program 20__ the under signed participant ("Participant") and if such a Participant is a minor, the Participant's parent or legal guardian by countersigning below ("Parent/Guardian"), hereby grant to the Sponsors and the Host, perpetually and irrevocably, the unconditional and exclusive right, title and interest throughout the world to use, simulate and portray Participant's name, likeness, voice, personality, personal identification, and personal experiences, incidents, situations and events, whether visual and/or audio, including without limitation photographs, videotape, film and other recordings, electronic or optical-based media, or any other form or medium whatsoever, whether now or hereafter existing, and of every kind and character collectively ("The Images"), which may be taken or taken of Participant while participation in any aspect of the Clinic, Participant and Parent/Guardian understand and agree that one or more of the Sponsors and/or Host will be the owner(s) of any and all right, title and interest in and to the Images, in any derivative works, and in any merchandising, advertising, promotional known or hereafter devised. Participant reserves no rights with respect to such uses. Participant and Parent/Guardian acknowledge that the Sponsors' and the Host's right, title and interest in and advertisement, promotion, distribution and sale of products or events directly or indirectly related to the unlimited right to vary, change, alter, modify, add to, and delete from any depictions of Participant in the Images and to rearrange and/or transpose such depictions as each may determine. Parent/Guardian hereby waive any right to inspect, review or approve the Images and their use by the Sponsors and the Host and acknowledge that they are to receive no payment with respect to any matter referred to herein and that any and all of the rights granted herein are freely assignable to Sponsors and/or Host.

PARTICIPANT AND PARENT/GUARDIAN, ON BEHALF OF THEMSELVES AND THEIR RESPECTIVE HEIRS, EXECUTORS, ADMINISTRATORS, PERSONAL REPRESENTATIVES AND NEXT OF KIN (COLLECTIVELY, "RELEASORS"), HEREBY FOREVER WAIVE, RELEASE AND DISCHARGE EACH OF THE SPONSORS, THE HOST AND THEIR RESPECTIVE PARENTS, SUBSIDIARIES, AFFILIATES, OWNERS, MEMBERS, MANAGERS, EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, SUCCESSORS, ASSIGNS AND REPRESENTATIVES (EACH A "RELEASED PARTY") FROM ANY AND ALL CLAIMS, DEMANDS, OR CAUSES OF ACTION THAT RELEASORS MIGHT NOW OR HEREAFTER HAVE FOR LIBEL, DEFAMATION, INVASION OF PRIVACY, RIGHT OF PUBLICITY, INFRINGEMENT OF COPYRIGHT OR TRADEMARK, OR VIOLATION OF ANY OTHER RIGHT ARISING OUT OF OR RELATING TO ANY UTILIZATION OF THE RIGHTS GRANTED UNDER THIS DEPICTION RELEASE.

PARTICIPANT (Signature): _____

NAME (Print) _____ Date: _____

PARENT OR GUARDIANS FOR MINORS (UNDER 18 YEARS OF AGE)

The undersigned parent and/or natural guardian does hereby represent that he/she is, in fact, acting in such capacity and agrees to save and hold harmless and indemnify each and all of the Released Parties referred to above from all liability, loss, cost, claim or damage whatsoever which may be imposed upon said Party (ies) because of any defect in or lack of such capacity to so act and release said Party (ies) on behalf of all Releasers as specified herein.

PARENT/GUARDIAN (Signature): _____ Date: _____

PARENT/GUARDIAN (Print) _____